EXHIBIT 3

TMC Franchise Corporation
PO BOX 52085
Phoenix, AZ 85072
Phone: 602-728-4249
dseeck@circlek.com

Via Email and U.S. Certified Mail

January 7, 2020

Universal Property Services Inc.
Attn: Syed M. Kazmi
6 Lenn Rd.
Allentown, NJ 08501

NOTICE OF DEFAULT

Dear Mr. Kazmi:

I am writing on behalf of TMC Franchise Corporation ("TMC") regarding your Franchise Agreements for your multiple Circle K® and Kangaroo Express® convenience stores (each a "Store" and collectively, the "Stores"). TMC prides itself on having consistent, outstanding customer service, being fully stocked, and presenting a positive image at all locations throughout our networks. When individual sites do not adhere to the standards, it impacts all similarly branded stores negatively.

To this end, Section 8.4 of each of your Franchise Agreements requires, among other things, that you "*operate the Store in strict conformity with such uniform methods, standards, and specifications as Franchisor may from time to time prescribe (including without limitation, such methods, standards, and specifications set forth in the mandatory provisions of the Business Systems Manuals) to ensure that the highest degree of quality and service is uniformly maintained*."

Unfortunately, the Franchise Business Consultants for your Stores have observed a large number of violations of your Franchise Agreements since you have taken control of these Stores. One such violation concerns the inventory levels of the Stores' merchandise. Each Store is required to "*maintain at all times sufficient minimum inventories of products and merchandise in the Store as set forth in the mandatory provisions of the Business Systems Manuals*."

As you know, many of your Stores have gone an extended period of time without Core-Mark or DSD vendor deliveries, and this has resulted in many items being completely out of stock. These shortages have occurred as a result of your outstanding balance due to Core-Mark, which has refused to sell you any more product until your account has been brought current. Although we understand that a dispute with your landlord has resulted in a shortened cash-flow, this does not excuse your obligations under the Franchise Agreements.

TMC Franchise Corporation
PO BOX 52085
Phoenix, AZ 85072
Phone: 602-728-4249
dseeck@circlek.com

In addition to the out-of-stocks and merchandise levels, there are additional breaches of your agreements. Your Franchise Business Consultants have observed the stores using un-branded (or improperly branded) fountain drink cups and not properly maintaining equipment (such as fountain drink and Froster® machines). We have also received reports that you have been paying your employees in cash. If true, such conduct, along with the violations described above, constitutes an additional violation of the terms and conditions of your Franchise Agreements.

As your FBCs have undoubtedly communicated to you, the operational conditions described above are drastically affecting both your sales and the number of customers that you are attracting to your Stores. We implore you to immediately take all steps necessary to a) remedy all issues outlined herein, and b) ensure timely submittal of all sales affidavits and payment of monthly fees. A failure to correct these issues will subject your franchises to termination. If any of your franchises are terminated, you will be required to pay liquidated damages equal to four years of royalty payments for that Store.

If you have any questions regarding this letter, please do not hesitate to contact Joe Kuklish, Director of Franchise Operations- Southeast U.S., or me.

Sincerely,
TMC FRANCHISE CORPORATION

Daniel P. Seeck

Daniel P. Seeck
Franchise Corporate Counsel